



102117696

To the Assistant Director of Patents. Please refer to this number for any correspondence.



1. Name of conveying party(ies):
Steven Michael Sterner
Donald Lewis Hall
Wells Shentwu

2. Name and address of receiving party(ies):
Name: Fluid Inclusion Technologies, Inc.

05/31/02

Additional name(s) of conveying party(ies) attached? Yes No

Street Address: 2217 North Yellowood Avenue

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
Execution Date: May 31, 2002

City: Broken Arrow State: Oklahoma Zip: 74012

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: May 31, 2002

A. Patent Application No.(s)

B. Patent No.(s)

10/158990

Additional Numbers Attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Mark G. Kachigian
Head, Johnson & Kachigian
228 West 17th Place
Tulsa, Oklahoma 74119

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 08-1500
(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark G. Kachigian

5/31/02

Mark G. Kachigian

Date

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Mail documents to be recorded with required cover sheet information to:

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ASSIGNMENT

WHEREAS, STEVEN MICHAEL STERNER, a citizen of the United States, residing at 8921 South 70th East Avenue, Tulsa, Oklahoma 74133; DONALD LEWIS HALL, a citizen of the United States, residing at 7518 South 108th East Avenue, Tulsa, Oklahoma 74133; and WELLS SHENTWU, a citizen of the United States, residing at 4508 West Detroit Street, Broken Arrow, Oklahoma 74012 (hereinafter called ASSIGNORS), have invented certain new and useful improvements in a **METHOD AND APPARATUS FOR DETERMINING GAS CONTENT OF SUBSURFACE FLUIDS FOR OIL AND GAS EXPLORATION**, which they are about to make application for Letters Patent of the United States, the said application having been executed on even day herewith;

WHEREAS, ASSIGNORS, the said inventors, are now the exclusive owners of said application, the invention described and claimed therein, and all rights in, to and under the same; and

WHEREAS, FLUID INCLUSION TECHNOLOGIES, INC., a corporation created and existing under the laws of the State of Oklahoma doing business at 2217 North Yellowwood Avenue, Broken Arrow, Oklahoma 74012 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in and to the aforementioned invention, application, and in, to and under any and all Letters Patent of the United States and in any and all foreign countries thereof;

NOW, THEREFORE, this indenture witnesseth that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS, the said inventors, have sold, assigned, transferred and set over and do hereby sell, assign, transfer and set over to the said ASSIGNEE, the said invention and

application, and any and all divisions and continuations thereof, and any and all Letters Patent of the United States, its territorial possessions, and any and all foreign countries which may be granted therefor, and any and all extensions, reissues or certificates of reexamination of said Letters Patent, including the right of priority and the subject matter of any and all claims which may be obtained in every such patent, the same to be held and enjoyed by the said ASSIGNEE for its own use and behoof, and for the use and behoof of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States, territories and foreign countries are or may be granted, extended, reissued, or reexamined as fully and entirely as same would have been held and enjoyed by ASSIGNOR, if this assignment and sale had not been made.

AND, ASSIGNORS hereby authorize and request the Commissioner of Patents to issue any and all Letters Patent of the United States on said invention, or resulting from said application, and from any and all divisions and continuations, extensions, reissues or reexaminations thereof to the said ASSIGNEE, of the entire interest, and hereby covenants that they have full right to convey the entire interest therein assigned, and that they have not executed and will not execute any agreement in conflict therewith.

AND, ASSIGNORS further hereby covenant and agree that they will, at any time, upon request, at the expense of said ASSIGNEE, execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention, and to said Letters Patent as may be granted therefor, in said ASSIGNEE, its successors, assigns, or other legal representatives, and that if said ASSIGNEE, its successors, assigns, or other legal representatives shall desire to file any divisional or continuation application, or to secure an extension, a reissue or certificate of reexamination of such Letters Patent, or to file a disclaimer relating thereto, will, upon request, sign

all papers, make all rightful oaths, and do all acts requisite for the filing of such divisional or continuing application, or such application for extension, reissue or request for reexamination and procuring thereof, and for the filing of such disclaimers, without further compensation, but at the expense of said ASSIGNEE, its successors or other legal representatives.

AND, ASSIGNORS do further covenant and agree, that they will, at any time, upon request, communicate to said ASSIGNEE, its successors, assigns, or other legal representatives, at its expense, such facts relating to said invention and Letters Patent or the history thereof, as may be known to them, and testify as to the same in any interference or other litigation, when requested to do so.

IN WITNESS WHEREOF, We have hereunto set our hands.

Steven Michael Sterner
STEVEN MICHAEL STERNER

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

On this 31st day of May, 2002, before me personally appeared STEVEN MICHAEL STERNER, to me known to be the person described hereinabove who executed the foregoing Assignment, and who acknowledged to me that he executed the same for the reasons and purpose therein set forth.

My Commission Expires:

August 19, 2002

Johnny R. Hanna
Notary Public
Seal

